

COMMITTEE FOR PURCHASE FROM PEOPLE WHO ARE BLIND OR SEVERELY DISABLED

Agency Information Collection Activities Under OMB Control

AGENCY: Committee for Purchase From People Who Are Blind or Severely Disabled.

ACTION: Notice of agency report forms under OMB review.

SUMMARY: The Committee for Purchase From People Who Are Blind or Severely Disabled has submitted revised Initial Certification Forms to OMB for review and clearance under the provisions of the Paperwork Reduction Act of 1980 (44 U.S.C. Chapter 35).

DATES: Comments must be submitted on or before May 22, 1995.

ADDRESSES: Written comments should be sent to: Laura Olivin, Desk Officer, Office of Information and Regulatory Affairs, Office of Management and Budget, Room 3208, New Executive Office Building, Washington, DC 20503. Requests for information, including copies of the revised forms and supporting documentation, should be directed to: Beverly L. Milkman, Committee for Purchase From People Who Are Blind or Severely Disabled, Crystal Square 3, Suite 403, 1735 Jefferson Davis Highway, Arlington, VA 22202-3461, (703) 603-7740.

SUPPLEMENTARY INFORMATION: The Committee has two initial certification forms, one for nonprofit agencies serving people who are blind and one for nonprofit agencies serving people who have other severe disabilities. The information included on the forms is required to ensure that nonprofit agencies requesting to participate in the Committee's program meet the requirements of 41 U.S.C. 46-48c.

Several modifications have been made to the form from the previous edition:

1. The language has been updated to reflect the current regulatory language;
2. Instructions have been included for each item;
3. The certifications have been modified so that it is clearer what the agency is certifying.

Dated: April 14, 1995.

Beverly L. Milkman,
Executive Director.

[FR Doc. 95-9933 Filed 4-20-95; 8:45 am]

BILLING CODE 6820-33-P

Procurement List; Proposed Additions

AGENCY: Committee for Purchase From People Who Are Blind or Severely Disabled.

ACTION: Proposed additions to Procurement List.

SUMMARY: The Committee has received proposals to add to the Procurement List services to be furnished by nonprofit agencies employing persons who are blind or have other severe disabilities.

COMMENTS MUST BE RECEIVED ON OR BEFORE: May 22, 1995.

ADDRESSES: Committee for Purchase From People Who Are Blind or Severely Disabled, Crystal Square 3, Suite 403, 1735 Jefferson Davis Highway, Arlington, Virginia 22202-3461.

FOR FURTHER INFORMATION CONTACT: Beverly Milkman, (703) 603-7740.

SUPPLEMENTARY INFORMATION: This notice is published pursuant to 41 U.S.C. 47(a)(2) and 41 CFR 51-2.3. Its purpose is to provide interested persons an opportunity to submit comments on the possible impact of the proposed actions.

If the Committee approves the proposed additions, all entities of the Federal Government (except as otherwise indicated) will be required to procure the services listed below from nonprofit agencies employing persons who are blind or have other severe disabilities.

I certify that the following action will not have a significant impact on a substantial number of small entities. The major factors considered for this certification were:

1. The action will not result in any additional reporting, recordkeeping or other compliance requirements for small entities other than the small organizations that will furnish the services to the Government.

2. The action does not appear to have a severe economic impact on current contractors for the services.

3. The action will result in authorizing small entities to furnish the services to the Government.

4. There are no known regulatory alternatives which would accomplish the objectives of the Javits-Wagner-O'Day Act (41 U.S.C. 46-48c) in connection with the services proposed for addition to the Procurement List.

Comments on this certification are invited. Commenters should identify the statement(s) underlying the certification on which they are providing additional information.

The following services have been proposed for addition to Procurement List for production by the nonprofit agencies listed:

Janitorial/Custodial
U.S. Courthouse (Whittle Building)
Knoxville, Tennessee
NPA: Goodwill Industries—Knoxville, Inc.

Knoxville, Tennessee
Medical Transcription
Veterans Administration Medical Center
508 Fulton Street
Durham, North Carolina
NPA: Durham Exchange Club
Industries, Inc.

Durham, North Carolina

Beverly L. Milkman,

Executive Director.

[FR Doc. 95-9932 Filed 4-20-95; 8:45 am]

BILLING CODE 6820-33-P

CONSUMER PRODUCT SAFETY COMMISSION

[CPSC Docket No. 95-C0011]

Outboard Marine Corp., a Corporation; Provisional Acceptance of a Settlement Agreement and Order

AGENCY: Consumer Product Safety Commission.

ACTION: Provisional Acceptance of a Settlement Agreement Under the Consumer Product Safety Act.

SUMMARY: It is the policy of the Commission to publish settlements which it provisionally accepts under the Consumer Product Safety Act in the **Federal Register** in accordance with the terms of 16 CFR 1118.20(e). Published below is a provisionally-accepted Settlement Agreement with Outboard Marine Corporation, a corporation.

DATES: Any interested person may ask the Commission not to accept this agreement or otherwise comment on its contents by filing a written request with the Office of the Secretary by May 8, 1995.

ADDRESSES: Persons wishing to comment on this Settlement Agreement should send written comments to the Comment 95-C0011, Office of the Secretary, Consumer Product Safety Commission, Washington, DC 20207.

FOR FURTHER INFORMATION CONTACT: Michael J. Gidding, Trial Attorney, Office of Compliance and Enforcement, Consumer Product Safety Commission, Washington, DC 20207; telephone (301) 504-0626.

SUPPLEMENTARY INFORMATION: The text of the Agreement and Order appears below.

Dated: April 14, 1995.

Sadye E. Dunn,
Secretary.

Settlement Agreement

In the matter of: Outboard Marine Corporation; a corporation. CPSC Docket No. 95-C0011.

1. This Settlement Agreement, entered into between the Outboard Marine

Corporation, a corporation (hereinafter "OMC"), and the staff of the Consumer Product Safety Commission (hereinafter "the staff") is a compromise resolution of the matter described herein, without a hearing or determination of issues of law or fact.

I. The Parties

2. Outboard Marine Corporation is a manufacturer of boats and boating equipment. During the period of time relevant to this matter, OMC also owned subsidiaries that manufactured lawn and garden equipment. From 1987 to May, 1989, OMC owned and operated a division known as Lawn-Boy, Inc. (hereinafter "Lawn-Boy"), a manufacturer and distributor of various models of lawn mowers. From June, 1989 until November 7, 1989, when Lawn-Boy was sold to the Toro Company, Lawn-Boy operated as a wholly-owned corporate subsidiary of OMC.

3. The staff of the Consumer Product Safety Commission (hereinafter "the Commission") are those members of the Commission's staff responsible for enforcing the laws administered by the Commission. The Commission is an independent federal regulatory agency established by Congress pursuant to section 4 of the Consumer Product Safety Act (hereinafter, "the CPSA" or "the Act"), 15 U.S.C. 2053.

II. Jurisdiction

4. Lawn-Boy, acting in its capacity as a division and, after June 4, 1989, as a wholly-owned corporate subsidiary of OMC, manufactured the lawn mowers at issue in this proceeding for sale to consumers for use around permanent or temporary households or residences. These lawn mowers are "consumer products" within the meaning of subsection 3(a)(1) of the CPSA, 15 U.S.C. 2051(a)(1).

5. Between approximately October 1, 1987 and August 29, 1989, Lawn-Boy manufactured and distributed over 160,000 lawn mowers identified as "L" series lawn mowers for sale to consumers throughout the United States. During 1989, Lawn-Boy also manufactured lawn mowers under the "M" series and "Model 8157" designations, respectively, for sale to consumers throughout the United States. Lawn-Boy, therefore, is a "manufacturer" of consumer products which are "distributed in commerce", as those terms are defined in sections 3(a)(4) and (11) of the CPSA, 15 U.S.C. 2052(a)(4) and (11). With respect to lawn mowers manufactured during the time prior to June, 1989 when Lawn Boy was a division of OMC, OMC was also

a "manufacturer" of consumer products which were distributed in commerce, as those terms are defined in sections 3(a)(4) and (11) of the CPSA.

III. The Products

6. The products at issue in this matter are walk-behind lawn mowers.

IV. Staff Allegations

7. OMC was responsible for controlling the acts and practices of Lawn-Boy, both as a division and subsequently as a corporate subsidiary of OMC, including complying with the requirements of section 15(b) of the CPSA, 15 U.S.C. 2064(b), and the regulations issued thereunder, 16 CFR 1115, *et seq.*

8. Section 15(b) of the Consumer Product Safety Act, 15 U.S.C. 2064(b), requires a manufacturer of a consumer product who obtained information that reasonably supported the conclusion that the product contained a defect which could create a substantial product hazard to inform the Commission immediately of the defect or risk.

The "L" Series Lawn Mowers

9. Between October, 1987 and August, 1989, Lawn-Boy/OMC "L" series lawn mowers were equipped with gas tanks that were susceptible to leakage and thus were defective because of improper bonding of the tank halves during a hot-plate welding process. Lawn-Boy/OMC learned of the leakage problem in 1988 and replaced leaking gas tanks on lawn mowers brought in for service through 1988 and 1989. In early 1989, Lawn-Boy's/OMC's fuel tank supplier modified the tank design to improve bonding of the gas tank halves. In August, 1989, Lawn-Boy/OMC authorized its tank supplier to build new machinery to improve the hot-welding process to correct the leakage problem.

10. Both as the manufacturer of the lawn mowers that are the subject of paragraph 9 and, after June, 1989, in its capacity as corporate parent of its wholly-owned subsidiary, Lawn-Boy, OMC knew or, with the exercise of due diligence, should have known that the tanks on the "L" series lawn mowers were defective and that the defect could expose consumers to a substantial risk of injury from fire.

11. Despite the pattern of "L" series tank seam failures that occurred prior to the sale of Lawn-Boy, OMC failed to provide any information concerning the failures to the Commission.

12. OMC's failure to report information relating to gas tank seam failures on "L" series mowers to the

Commission violated section 15(b) of the CPSA, as amended, 15 U.S.C. 2064(b).

The "M" Series Lawn Mowers

13. During 1989, Lawn-Boy/OMC manufactured and distributed "M" series lawn mowers that experienced gas tank leakage. The method of mounting and attaching the tanks to the mower engines resulted in wear on the tanks that caused the tanks to leak. Lawn-Boy/OMC received complaints of fuel leakage caused by the defective mounting method.

14. Both as the manufacturer of lawn mowers that are the subject of paragraph 13 and, after June, 1989, in its capacity as the corporate parent of its wholly-owned subsidiary, Lawn-Boy, OMC knew, or with the exercise of due diligence, should have known that the method of mounting the tanks was defective and could expose consumers to a substantial risk of injury from fire. Despite the pattern of "M" series tank failures, OMC failed to provide any information concerning the failures to the Commission.

15. OMC's failure to report information relating to gas tank failures on the "M" series lawn mowers to the Commission violated the requirements section 15(b) of the CPSA, as amended, 15 U.S.C. 2064(b).

The "Model 8157" Series Lawn Mowers

16. From 1987 to 1989, Lawn-Boy/OMC manufactured and distributed Model 8157 series lawn mowers. In 1989, Lawn-Boy/OMC received complaints that the gas tanks on these lawn mowers were experiencing gas leakage as a result of fractures in the fuel tank nipples.

17. Both as a manufacturer of the lawn mowers that are the subject of paragraph 16 and, after June, 1989, in its capacity as the corporate parent of its wholly-owned subsidiary, Lawn-Boy, OMC knew, or, with the exercise of due diligence, should have known that the fracturing gas tank fuel nipples were defective and could expose consumers to a substantial risk of injury from fire. Despite the pattern of Model 8157 tank failures, OMC failed to provide any information concerning the failures to the Commission.

18. OMC's failure to report information relating to gas tank failures on the Model 8157 series lawn mowers to the Commission violated section 15(b) of the CPSA, as amended, 15 U.S.C. 2064(b).

V. Response of OMC

19. OMC denies and does not accept as factual each and all of the staff

allegations with respect to the mowers identified in this agreement, nor does OMC admit to any liability in this matter. Further, OMC denies the allegations that the Lawn-Boy "L" series lawn mowers identified in paragraph 9 of this agreement, the "M" series lawn mowers identified in paragraph 13, and the "Model 8157" series lawn mowers identified in paragraph 16 contained defects which created or could have created a substantial product hazard within the meaning of section 15(a) of the CPSA, 15 U.S.C. 2064(a).

Accordingly, OMC contends that no obligation to report to the Commission under section 15(b) existed with respect to any of these lawn mowers.

20. OMC further contends that the Commission's acceptance of a \$170,000 civil penalty from the Toro Company for the failure to report to the Commission information relating to the gas tank failures identified in paragraphs 9, 13, and 16 of this Settlement Agreement and Order constitutes an election of remedies by the Commission which extinguishes any alleged liability on the part of OMC.

21. OMC further asserts that it received no reports of injuries from the use of any of the products enumerated in this agreement prior to and after the sale of Lawn-Boy to Toro. OMC makes no admission whatsoever of any fault, liability, or statutory violation in the event any person should claim injuries resulting from the use of these products.

VI. Agreement of the Parties

22. The parties enter this agreement solely for the purposes of settlement. OMC and the staff agree that the Commission has jurisdiction in this matter for purposes of entry and enforcement of this Settlement Agreement and Order.

23. OMC shall pay the Commission a civil penalty in the amount of seventy-five thousand dollars (\$75,000) payable within twenty (20) days after service of the Final Order. Payment of the full amount of the penalty shall settle fully the staff's allegations set forth in paragraphs 9 through 18 above. OMC shall have no further liability to the Commission for any corrective action concerning the leaking gas tanks described in paragraphs 9, 13, and 16 of this complaint.

24. For the purposes of settlement, OMC waives any rights it may have in this matter under section 6(b)(1) through (5) of the CPSA, 15 U.S.C. 2055(a)(1)-(5).

25. Upon provisional acceptance of this Settlement Agreement and Order, the agreement and order shall be placed on the public record and shall be

published in the **Federal Register** in accordance with the procedure set forth in 16 CFR 1118.20(e). If, within 15 days of publication, the Commission has not received any written request not to accept the Settlement Agreement and Order, the Settlement Agreement and Order will be deemed to be finally accepted on the 16th day after the date it is published in the **Federal Register** (16 CFR 1118.20(f)). Upon final acceptance, the Commission shall issue and serve upon OMC the attached Order incorporated herein by reference.

26. Upon final acceptance of this Settlement Agreement and Order by the Commission, OMC knowingly, voluntarily, and completely waives any rights it might have: (1) To an administrative or judicial hearing with respect to the Commission's claim for a civil penalty, (2) to judicial review or other challenge to or contest of the validity of the Commission's action with regard to its claim for a civil penalty, (3) to a determination by the Commission as to whether a violation of section 15(b) of the CPSA, 15 U.S.C. 2064(b), has occurred, and (4) to a statement of findings of fact and conclusions of law with regard to the Commission's claim for a civil penalty.

27. The parties further agree that the Commission shall issue the incorporated Order under the CPSA, 15 U.S.C. 2051 *et seq.*, and that a violation of the Order will subject OMC to appropriate legal action.

28. No agreement, understanding, representation, or interpretation not contained in this Settlement Agreement may be used to vary or contradict its terms.

Outboard Marine Corporation.

Dated: April 12, 1995.

Michael A. Brown,

Counsel.

The Consumer Product Safety Commission.

Dated: April 12, 1995.

David Schmeltzer,

Associate Executive Director, Office of Compliance and Enforcement.

Eric C. Stone,

Director, Division of Administrative Litigation, Office of Compliance and Enforcement.

Michael J. Gidding,

Attorney, Division of Administrative Litigation, Office of Compliance and Enforcement.

Order

In the matter of: Outboard Marine Corporation; a corporation. CPSC Docket No. 95-C0011.

Upon consideration of the Settlement Agreement entered between respondent Outboard Marine Corporation, a

corporation, and the staff of the Consumer Product Safety Commission; and the Commission having jurisdiction over the subject matter and Outboard Marine Corporation; and it appearing the Settlement Agreement is in the public interest, it is

Ordered, that the Settlement Agreement be and hereby is accepted, as indicated below; and it is

Further Ordered, that upon final acceptance of the Settlement Agreement, Outboard Marine Corporation shall pay to the order of the Consumer Product Safety Commission a civil penalty in the amount of seventy-five thousand dollars (\$75,000), within twenty (20) days after receipt of the Final Order and Decision in this matter.

Provisionally accepted and Provisional Order issued on the 14th day of April, 1995.

By order of the Commission.

Sadye E. Dunn,

Secretary, Consumer Product Safety Commission.

[FR Doc. 95-9848 Filed 4-20-95; 8:45 am]

BILLING CODE 6355-01-M

DEPARTMENT OF EDUCATION

[CFDA No. 84.183F]

Drug and Violence Prevention Program in Higher Education—Analysis and Dissemination Program Competitions: Analysis Projects; Notice Inviting Applications for New Awards for Fiscal Year (FY) 1995

Purpose of Program: To provide grants to develop, implement, validate and disseminate model programs and strategies to promote the safety of students attending institutions of higher education (IHEs) by preventing the illegal use of alcohol and other drugs and by preventing violent behavior by such students.

Eligible Applicants: IHEs; and consortia of IHEs.

Deadline for Transmittal of Applications: June 5, 1995.

Deadline for Intergovernmental Review: August 4, 1995.

Applications Available: April 21, 1995.

Available Funds: \$500,000.

Estimated Range of Awards: Up to \$100,000 per year.

Estimated Average Size of Awards: \$100,000.

Estimated Number of Awards: 5.

Project Period: 24 months.

Note: The Department is not bound by any estimates in this notice.

Applicable Regulations: (a) The Education Department General